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 Agit Global, Inc. and Tzong In Yeh

IN THE UNITED STATES DISTRICT COURT
 FOR THE CENTRAL DISTRICT OF CALIFORNIA

AGIT GLOBAL, INC., a Taiwanese
 corporation; and TZONG IN YEH, also
 known as John Yeh, an individual,

Plaintiffs,

v.

WHAM-O, INC., a Delaware
 corporation; and DOES 1 through 10,
 inclusive,

Defendants.

AND RELATED CROSS-ACTION

Case No.: CV09-8133 CAS (JCx)

JUDGMENT

Assigned to: Judge Christina A. Snyder

Assigned to: Magistrate Jacqueline
 Chooljian

WHEREAS, the parties to this action are Plaintiffs and Counter-
 Defendants AGIT GLOBAL, INC. and TZONG IN YEH (“Plaintiffs”) and
 Defendant and Counter-Claimant WHAM-O, INC. (“Defendant,” and collectively
 with Plaintiffs, the “Parties”);

WHEREAS, Plaintiffs own and/or license the rights to several patents in
 the United States for the making of snow sleds, sliders and layered composite
 materials;

1 **WHEREAS**, on November 5, 2009, Plaintiffs brought an action against
2 Defendant in this Court alleging patent infringement, among other things;

3 **WHEREAS**, in July 2011, the Parties resolved their dispute and entered
4 into a Settlement Agreement and License Agreement whereby Defendant agreed
5 to make payments over time in the amount of \$1,000,000 on the Settlement
6 Agreement and \$600,000 on the License Agreement to Plaintiffs;

7 **WHEREAS**, the Parties concurrently entered into a Stipulation for Entry of
8 Judgment (the "Stipulation for Judgment") that provided that judgment would be
9 entered in favor of Plaintiffs against Defendant in the sum of One Million Six
10 Hundred Thousand Dollars and No Cents (\$1,600,000), less any payments made
11 by Defendant to Plaintiffs as set forth herein below, if Defendant defaulted its
12 payment obligations under the Settlement Agreement or the License Agreement;

13 **WHEREAS**, in the Stipulation for Judgment, the Parties agreed that any
14 payments made by Defendant to Plaintiffs pursuant to the Settlement Agreement
15 and License Agreement would reduce the amount of the stipulated judgment, and
16 that the affidavit of Plaintiffs, or their attorneys, setting forth any payments made
17 by Defendant and the balance due and owing as of the date of default, would be
18 sufficient to secure the entry of the judgment;

19 **WHEREAS**, as established by the Declaration of Robert A. Johnson filed
20 concurrently herewith, in July 2012, Defendant defaulted in its payment
21 obligations under both Settlement Agreement and License Agreement;

22 **WHEREAS**, as also shown in the Declaration of Robert A. Johnson, in
23 July 2012, Plaintiffs provided proper notice of the defaults to Defendant and
24 Defendant failed to cure the defaults;

25 **WHEREAS**, the Declaration of Robert A. Johnson establishes that, prior to
26 July 2012, Defendant made payments to Plaintiffs totaling One Hundred Forty
27 Five Thousand Four Hundred and Eighty Dollars (\$145,480.00) under the
28 Settlement Agreement and the License Agreement;

